

**REQUEST FOR QUALIFICATIONS  
ON-CALL CONSULTING SERVICES  
FOR  
INTELLIGENT TRANSPORTATION SYSTEMS & TRANSPORTATION SAFETY  
PLANNING**



**January 31, 2013**

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**PUBLIC NOTICE**  
**REQUEST FOR QUALIFICATIONS**  
**ON-CALL CONSULTANT SERVICES**  
**FOR**  
**INTELLIGENT TRANSPORTATION SYSTEMS & TRANSPORTATION SAFETY**  
**PLANNING**

Maricopa Association of Governments (MAG) is seeking a Statement of Qualifications (SOQ) from qualified consultants capable of providing professional services in the area of Intelligent Transportation Systems and Transportation Safety Planning to form an On-Call list of consultants to provide services to MAG.

Detailed SOQ requirements may be obtained by contacting the MAG Office at the address indicated below or may be downloaded from <http://www.azmag.gov>, then "RFPs and RFQs."

SOQs will be accepted until: 12:00 Noon MST (Mountain Standard Time) on March 5, 2013, at MAG, 302 North First Avenue, Suite 300, Phoenix, AZ 85003.

## **SCOPE OF SERVICES**

### **INTRODUCTION**

The purpose of this Request for Qualifications (RFQ) is to solicit Statement of Qualifications (SOQ) from consultants to participate in forming an On-Call list to provide Maricopa Association of Governments (MAG) with specialized services in the area of Intelligent Transportation Systems (ITS) and Transportation Safety Planning.

### **BACKGROUND**

Maricopa Association of Governments is the designated Metropolitan Planning Organization (MPO) for transportation planning for the metropolitan Phoenix area. MAG is also the designated Air Quality Planning Agency for the region. MAG membership consists of the twenty-five (25) incorporated cities and towns within Maricopa County and the contiguous urbanized area, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, Fort McDowell Yavapai Nation, Maricopa County, the Arizona Department of Transportation (ADOT), and the Citizens Transportation Oversight Committee (CTOC). ADOT and CTOC serve as ex-officio members for transportation-related issues.

As the designated Metropolitan Planning Organization (MPO), MAG is responsible for the development of transportation plans and programs. As the lead air quality planning agency, MAG is responsible for assembling air quality plans. MAG also is involved in land use, water, human services, and other regional planning programs. These programs rely heavily on official socioeconomic projections approved by the MAG Regional Council.

MAG serves as the planning forum for state and local agency owned Intelligent Transportation Systems and Advanced Traffic Management Systems infrastructure in the Phoenix metropolitan region. The MAG ITS Committee provides technical advice for regional ITS planning and consists of representatives from local, state, and federal stakeholder agencies. The committee provides oversight and direction on matters related to regional ITS planning. A number of studies and implementation projects have been planned for improving the region's transportation operations. The On-Call services contracts that will result from this RFQ process will lead to the execution of ITS studies and projects that are included in the MAG Unified Planning Work Program.

The MAG Transportation Safety Committee is charged with identifying the necessary steps that would make the region's transportation system safer, and providing guidance in implementing them through the regional planning process. A number of road safety related studies and projects will be carried out through On-Call services contracts resulting from this RFQ.

### **PURPOSE OF THE ON-CALL CONSULTANT LIST**

In order to expedite the delivery of consultant services, MAG will preselect an On-Call list of qualified consultants to participate in the Intelligent Transportation Systems and Transportation Safety Planning On-Call services program. The intent of this program is to enable MAG staff to augment existing resources by forming a pool of qualified consultants to provide specialized services that are required for executing studies and projects in identified areas through "Task Orders". It is anticipated that the selected consultants will utilize state-of-the-art engineering and planning tools in executing the Task Orders.

### **REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS**

Duration of On-Call contract: 3 years

## **A. INTELLIGENT TRANSPORTATION SYSTEMS (ITS)**

### **A1. Area of Expertise: Traffic Signal Timing Optimization**

The consultant will provide expertise in performing a range of Traffic Engineering tasks that would include:

- Optimization of traffic signal timing for designated corridors utilizing the SYNCHRO software
- Developing SYNCHRO networks for arterial street networks

Anticipated projects:

- Review of existing signal timing plans, collection of traffic data, and development of new timing strategies and plans
- Development of new SYNCHRO signal timing networks or expansion of existing networks

### **A2. Area of Expertise: ITS Planning**

The consultant will provide expertise in performing regional ITS planning that would range from tasks required for maintaining the current regional ITS architecture to developing strategies for the adoption of established ITS standards or best practices at the regional level.

Anticipated Projects:

- Regional ITS Architecture (RIA): Maintenance of the regional ITS architecture through periodic updates based upon the identification funds for of future ITS projects in the RTP and the programming of projects in the TIP. The current version of the software Turbo Architecture will be used for this purpose. Necessary modifications to the RIA to make it compatible with the current version of the National ITS Architecture
- ITS Strategic Plan: Provide assistance in reviewing and updating the region's ITS Strategic Plan
- Review of best practices in Emergency Vehicle Preemption at signalized intersections and identify potential areas for unified operations

### **A3. Area of Expertise: ITS Operations Planning**

The consultant will provide expertise in facilitating or developing effective solutions for complex issues in regional traffic operations through ITS operations planning. Generate consensus among state and local agencies for corridor traffic operations.

Anticipated Projects:

- Update of the Regional Concept of Transportation Operations
- Technical support for initiatives of the Traffic Incident Management (TIM) Coalition
- Integrated corridor management initiatives
- Feasibility of subregional collaboration for traffic operations

### **A4. Area of Expertise: ITS Training**

The consultant will provide expertise specialized workshops on best practices in ITS and traffic management. Familiarity with local agencies, existing ITS infrastructure in the region, operational practices, and current regional developments are required.

Anticipated Training Events:

- Workshop or forum on regional traffic incident management
- Annual workshop on traffic signal optimization software SYNCHRO
- Any other training that is desired for improving traffic operations

#### **A5. Area of Expertise: ITS Evaluation**

The consultant will provide expertise in performing evaluations of traffic operations on arterial street networks where signal timing is optimized. This would include gathering “before” and “after” condition traffic volume data and conducting travel time runs using GPS-based equipment. The emphasis will be on efficient use of proven technology that helps gather accurate data while being cost-effective. Technology solutions for data gathering that are already proven and accepted by local agencies in the MAG region will be preferred.

Anticipated Projects:

- Before and After Evaluations for a selected number of traffic signal timing optimization projects

#### **A6. Area of Expertise: Support for Simulation Modeling**

The consultant will provide expert technical support in the area of simulation modeling utilizing either the Dynus-T or the TransModeler model.

Anticipated Projects:

- Addition of both bus and rail transit networks to model network
- Recalibration of the model
- Technical support in DTA modeling for specific regional operations planning projects

#### **A7. Area of Expertise: Regional Fiber Network Planning and Management**

The consultant will provide expertise in regional fiber network planning and related services that will range from developing, documenting and maintaining the existing regional network to recommending strategies and creating supporting documentation for expanding the network to provide additional services and for serving additional agencies.

The consultant shall also provide regional fiber network management expertise and services that may include specifying modifications for technicians or performing modifications to accommodate network upgrades and changes, developing standards and procedures for maintenance and operation, assisting in troubleshooting and providing timely resolution to network issues. The consultant may also be required to take the role of or act as primary liaison to technicians to perform actual maintenance, repair and monitoring of the network.

Anticipated Projects:

- Regional Community Network Planning: Provide assistance to MAG in developing plans to expand and maintain the network
- Regional Community Network Management: Oversee the maintenance and monitoring of the Regional Community Network (RCN)

### **B. TRANSPORTATION SAFETY**

#### **B1. Area of Expertise: Transportation Safety Planning**

The consultant will provide expertise in a number of sub-areas within transportation safety planning and analysis. Consultants seeking to qualify shall have the following:

- Expertise in traffic crash analysis methods currently utilized at the national, state and regional levels
- A thorough understanding of the Arizona crash database (ALISS)
- Knowledge of crash coding procedures used by law enforcement agencies in Arizona
- Expertise in developing database management tools for performing crash analysis

Expertise is also desired in the following areas:

- Performance of Road Safety Assessments, developing Design Concept Reports and Project Assessments specifically for projects in urban settings
- Application of Empirical Bayesian Statistics in safety analysis as identified in the 2010 Highway Safety Manual
- Development of Safety Performance Functions and the use of Crash Modification Factors
- Development of crash prediction models appropriate for safety planning
- Spatial analysis of crashes

Anticipated Projects:

- Performance of Road Safety Assessments at intersections and along corridors. These would involve a field review of high priority crash locations in the region to identify the causes and recommend countermeasures
- Safety studies and projects identified in the planned MAG Strategic Transportation Safety Plan
- Performance of safety studies of high priority crash locations or corridors to identify appropriate countermeasures that may involve infrastructure modifications
- Performance of statistically valid before-and-after crash data comparisons to evaluate the effectiveness of safety improvement projects
- Modifications that may be needed to be made the Regional Transportation Safety Information Management System (RTSIMS)
- Development or adoption of spatial analysis tools

#### **DBE GOAL/COMMITMENT AND DOCUMENTATION**

A DBE goal of 4.29% has been established on this contract.

The consultant is encouraged to obtain DBE participation above and beyond the goal on this project.

The consultant shall identify how it intends to meet or exceed DBE participation within its SOQ.

The consultant will identify how it will achieve the DBE goal or submit good faith effort for each Task Order associated with the above referenced contract. Consultant and Subconsultant Affidavits (Appendix G & H) or Good Faith Effort Certification (Appendix I) will be required and shall be submitted with each cost proposal for each Task Order issued.

# STATEMENT OF QUALIFICATIONS (SOQ) CONTENT AND REQUIREMENTS

## CONTENT

It is required that the SOQ include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed fifty (50) pages, entirely on letter size (8.5 x 11 inches), excluding the resumes, the cover letter, tabs, and appendices. Blank pages are not included in the total page count.

1. **Identification.** A title sheet or equivalent which includes:
  - a. The title of this solicitation.
  - b. Consultant's name and business address.
  - c. The name, title, mailing address, and telephone and fax numbers of the principal contact.
2. **Table of Contents.**
3. **Organization and Approach.** A brief statement describing the consultant's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the consultant's overall understanding of specific areas of expertise as well as the anticipated projects listed.
4. **Background of Firm.** Background information regarding consultant, including:
  - a. Number of employees (by type of professional expertise and managerial role in the company).
  - b. Length of time the consultant has been in business.
  - c. Number of affiliated offices (if applicable).
5. **Range of Services Offered.** Identification of the specific services that the consultant is qualified in and plans to provide to MAG. Related services may be offered in addition to those referenced above in the Section titled "**REQUIRED CONSULTING SERVICES AND ANTICIPATED PROJECTS.**" The consultant does not have to submit a response to all the required areas of expertise and anticipated projects listed to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the consultant's role, the role of subconsultants and of DBE participation. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered by consultant.
6. **Recent Examples.** Examples of successful, recent experience in providing consultant services in each of the areas of expertise identified above for Item five (5). Preference will be given to consultants with demonstrated experience and expertise in successfully performing work of a similar nature or related nature.
7. **References.** One reference for each example submitted under Item six (6) above. Include the following:
  - a. Date of the project.
  - b. Name and address of client.
  - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
  - d. Relevance to this SOQ.
  - e. Brief description of the project.



8. **Individuals and Expertise.** A complete listing of all individuals to be included under each area of expertise, specifying their level of participation in each of the examples for the areas of expertise identified in Item six (6). This information must be provided in a spreadsheet or tabular format with subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be a currently registered engineer in Arizona.
9. **Resumes.** Resumes of each person listed in item eight (8) above, indicating education and experience relevant to the areas of expertise. Include abstracts of previously completed similar projects.
10. **Subconsultants.** The name, address, telephone number, and primary contact for subconsultants included in the project (if any). For each subconsultant, include resumes of the individuals to be assigned to the project and at least two (2) references which include:
  - a. Date of the project.
  - b. Name and address of client.
  - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
  - d. Relevance to this SOQ.
  - e. Brief description of the project.
11. **DBE Requirements.** A DBE goal has been established on this RFQ (see **DBE GOAL/COMMITMENT AND DOCUMENTATION** under **SCOPES OF SERVICES**). Appendix F must be completed and returned with this SOQ.
12. **Additional Information.** Any additional information that the consultant believes would be useful to MAG in evaluating the consultant's SOQ.
13. **Rules of Professional Conduct Certification Statement.** A signed statement, located on the last page of Appendix A, certifying that consultant will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (Appendix A), which is the official compilation of Administrative Rules and Regulations for the State of Arizona.
14. **Information Form.** A completed Consultant's Information Form (Appendix B). If applicable, completed Consultant's Information Form for each subconsultant proposed for this project.

By signature on the Consultant's Information Form, the consultant certifies that:

  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The consultant will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The consultant has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
  - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the consultant may be debarred.
15. **Debarment and Suspension Certification.** As required by 49 CFR 29 (Debarment and Suspension), certification of consultant's eligibility to receive Federal funds and a copy of such certification for which may be furnished to ADOT or other government entities. A certification to this effect is included in this RFQ as Appendix C and must be submitted by consultant in order for consultant to be considered responsible and their SOQ to be considered responsive.

16. **Authorized Signer Signature.** The SOQ shall be signed by a representative or officer authorized to bind the consultant. Individuals of the consultant qualified to negotiate a contract with MAG regarding the SOQ shall be identified by name, title, address, and telephone number.
17. **Confidential Portions Identification.** In accordance with Arizona Administrative Code R2-7-103, consultant may designate as confidential portions of a SOQ. A summary index of any such designation must be included in the Table of Contents or cover letter in the SOQ documents. If MAG determines to disclose the information provided, MAG shall inform the consultant in writing of such determination.

## **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference for the project has been scheduled for February 7, 2013 at 3:00 PM, at the MAG Office, Ironwood Room, Suite 200, 302 North First Avenue, Phoenix, AZ. As part of the pre-proposal conference, the Arizona Department of Transportation DBE Supportive Services will host a networking event to encourage relationships between potential prime consultants and DBE firms ready, willing, and able to perform work on the projects. Participation in this event is counted toward prime consultant good faith efforts. DBE professional service firms and prime consultant are encouraged to attend and pre-register for this. If you wish to receive notes from the conference and a list of attendees, please contact the MAG project manager by email at [sjoshua@azmag.gov](mailto:sjoshua@azmag.gov).

## **ANTI-LOBBYING**

MAG complies with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11 and 23 CFR 630.112(c)(5). That legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement.

## **STATEMENT OF QUALIFICATIONS (SOQ) DELIVERY AND OPENING**

Twelve (12) copies of the SOQ, entirely on letter size (8.5 x 11 inches) paper, should be submitted by 12:00 Noon Mountain Standard Time (MST), March 5, 2013, to the following address:

Maricopa Association of Governments  
Attention: Sarath Joshua  
302 North First Avenue, Suite 300  
Phoenix, AZ 85003

Timely receipt of SOQs shall be determined by the date and time the SOQ is received at the above address. No late submissions, facsimile, or electronic submissions shall be accepted after the time indicated. Hand delivery is therefore encouraged to assure timely receipt. SOQs received after the deadline shall be stamped for time and date and returned unopened to the consultant.

All material submitted in response to this solicitation becomes the property of MAG and shall not be returned. After contract award, the SOQ shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. If the consultant designates a portion of its SOQ as confidential, it shall isolate and identify in writing the confidential portions in accordance with Arizona Administrative Code R2-7-103 and shall be included in the SOQ. Upon receipt of written notification, MAG will review any portions of the SOQ that the consultant considers to be confidential and will then make a determination on what should be released. MAG will also notify the consultant in writing of the determination and provide an opportunity for the consultant to respond to the decision prior to releasing the SOQ.

Any questions regarding this Request for Qualifications should be submitted in writing to Sarath Joshua, MAG ITS & Safety Program Manager, by email at [sjoshua@azmag.gov](mailto:sjoshua@azmag.gov) not later than eight (8) working days prior to the closing date of March 5, 2013. Responses to questions submitted will be posted on the MAG Web site at <http://www.azmag.gov> under "RFPs and RFQs" not later than five (5) working days prior to the closing date of March 5, 2013. Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site <http://www.azmag.gov>.

## PHASE 1 - STATEMENT OF QUALIFICATIONS EVALUATION AND SELECTION PROCESS

1. **Evaluation Criteria.** All SOQs submitted will be evaluated by a group consisting of MAG staff and member agencies. Evaluation criteria include, but are not limited to, the following:
  - a. Demonstration of the overall understanding of goals and objectives of this solicitation.
  - b. Clarity of SOQ, realistic approach, technical soundness, and enhancements to elements outlined in this RFQ.
  - c. Education and relevant experience of personnel in providing similar services. Only those personnel that will be assigned to work directly on each area should be cited.
  - d. Proven track record in the areas of expertise sought. Consultant should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
  - e. Availability of key personnel throughout the project effort.
  - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
  - g. Recognition of work priorities and flexibility to deal with change and contingencies.
  - h. Demonstrated DBE Compliance.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the consultant.
3. **Discussion and Completeness.** As provided by Arizona Administrative Code R2-7-101, discussions may be conducted with consultants who submit SOQs determined likely to be selected for inclusion in the Intelligent Transportation Systems & Transportation Safety Planning On-Call Consultant list. If discussions are conducted during Phase 2 pursuant to Arizona Administrative Code R2-7-101, MAG shall issue a written request for best and final offers. Award may be made without discussions; therefore, SOQs shall be submitted on complete and on most favorable terms. The selection of a consultant will be based solely on qualifications and exclude consideration of price or fee. MAG will negotiate compensation with the consultant determined to be the most qualified; and, if a fair and reasonable compensation cannot be negotiated with consultant, MAG may initiate negotiations with the next most qualified consultant.
4. **Contact with MAG or MAG Member Agency Employees.** All consultants, including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants, interested in this RFQ will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, and to protect the integrity of the selection process. All questions on this selection process should be addressed to the authorized representative at MAG.
5. **MAG Approval.** A recommendation for inclusion of the selected consultants in the Intelligent Transportation Systems & Transportation Safety Planning On-Call Consultant list shall be made by the MAG Executive Director to the MAG Regional Council. The decision of the Regional Council is final.
6. MAG reserves the right to:
  - a. Cancel this solicitation.
  - b. Reject any and all proposals and re-advertise.
  - c. Select the SOQ that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the consultant and all others.
  - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period, or canceled, for lack of funds.
  - e. Conform with the State of Arizona Public Records law(s).

## PHASE 2 - QUALIFICATIONS MATRIX AND CONTRACT

1. **Format.** The format for Phase 2 response shall be provided to the selected On-Call Consultants.
2. **Qualifications Matrix.** A qualification matrix listing all personnel that will be made available for work performed under the On-Call Contract shall be provided by the consultant. Information to be listed on the matrix includes the name of all personnel, staff classification or job title, years of experience, and any relevant qualifications or certifications.
3. **MAG Contract.** Selected On-Call Consultants shall enter into a MAG On-Call Contract to provide services in areas for which they have been qualified.
4. **Contract Term.** The terms of any resultant On-Call Contract(s) for MAG shall commence on the contract enter date and may continue up to three (3) years, unless terminated, cancelled, or extended as otherwise provided herein.
5. **Contract Extension.** MAG reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods as approved by MAG.
6. **Insurance.** MAG requires that the consultant and, if applicable, subconsultants, to maintain insurance coverages appropriate to any executed contracts. Insurance required by MAG must be met following award of a contract, and prior to consultant and, if applicable, subconsultants, beginning work on a task order.

## PHASE 3 - PROJECT INITIATION

1. **Request for Technical and Pricing Proposal.** To initiate a project under this contract, MAG will provide a brief scope of services for the Task Order and request a technical and pricing proposal, based on the rate and personnel schedules described above, to be submitted to MAG within two (2) weeks of receipt by selected On-Call Consultant. The consultant's proposal shall include the project scope of services, required schedule, a list of deliverables, and pricing. MAG reserves the right to select and request proposals from more than one consultant on the qualified On-Call list to respond to any specific Task Order. For all projects that are estimated to exceed \$100,000 in total cost, a minimum of three (3) qualified consultants shall be invited to submit proposals. (See Consultant SELECTION FROM MULTIPLE CONTRACTS section below.)
2. **Response.** Responses to a Task Order shall be in writing and submitted to MAG Project Manager. Pricing submitted shall include listing of proposed staff, staff position description (i.e., Project Manager, Systems Integrator), hourly rate according to the rate schedule for the period to be covered by the project in question, estimated number of hours, and anticipated travel expenses. Items shall be totaled and the total shall be a NOT TO EXCEED amount. MAG will finalize the scope of services and project pricing in consultation with the consultant and other stakeholder agencies with direct involvement in the project.
3. **Task Order Agreement.** Upon finalization of the scope of services, cost, and project schedule, a Task Order agreement shall be executed. The consultant shall commence work upon an approval notice from the Project Manager.
4. **Task Order Duration.** Duration of services for projects to be completed under this contract may vary from a few weeks to several months and will be dependent on the scope of services of each project. The schedule and duration will be as specified in the executed Task Order for each project. The consultant shall submit any changes to the project schedule in a format specified by MAG

## VENDOR INFORMATION

Prior to issuance of a Task Order and subsequent payment, the selected On-Call Consultant shall have a completed Federal Form W-9 and Proof of Insurance on file with MAG. No payments shall be made until the forms are on file.

## PERFORMANCE STANDARDS

MAG relies upon the provision of services in accordance with the contract; therefore, the consultant shall agree that time is of the essence, and that contractual commitments shall be met.

The consultant agrees that consultant's employees shall not divulge or release data or information developed obtained in connection with the performance of the resulting contract, unless made public by MAG.

## CONSULTANT SELECTION FROM MULTIPLE CONTRACTS

MAG makes no guarantee as to the amount of work to be assigned to any consultant and may exercise its option not to utilize the services requested herein. MAG is under no financial obligation to any selected consultant unless MAG issues a Task Order for a specific requirement.

Experience of the consultant; qualifications, education and experience of the staff; and commitment that identifies the consultant's proposed DBE participation will be the criteria used to make a determination as to which consultants will be contacted for consideration to perform required services. Each consultant contacted will have the opportunity to indicate their availability and prepare a staffing plan and detailed approach for the desired work assignment. If substitution of staff is required after commencement of assignment, replacement must possess comparable qualifications and must receive prior written approval from MAG.

MAG will select the consultant(s) which best addresses MAG requirements. MAG will attempt to reach an agreement with the most qualified consultant in MAG's opinion. If MAG cannot reach an agreement with the selected consultant, MAG may choose to select another consultant from the On-Call pool or rebid the required services.

Projects that exceed \$100,000 in estimated total cost:

The consultant selection process for all projects that are estimated to exceed \$100,000 in total cost will include detailed technical proposals from at least three (3) qualified consultants listed on the Intelligent Transportation Systems & Transportation Safety Planning On-Call Consultant list. MAG reserves the right to interview one (1) or more of the responding consultants prior to a final decision on the award of a Task Order. For such projects, consultants invited to respond will be provided a reasonable period of time, to be determined by MAG, to prepare and submit proposals. If interviews are held, at least two (2) weeks' notice will be provided.

## **CHANGES IN SERVICES**

Significant changes in the scope, character, or complexity of the services shall not be negotiated under this contract. Changes in services may result in the contract being canceled and rebid. Should this be required, all consultants will be notified in writing within 30 (thirty) days prior to cancellation.

## **PROJECT ADMINISTRATION AND PROJECT MANAGEMENT**

The MAG Project Manager is Sarath Joshua, ITS & Safety Program Manager, for the On-Call Consultant Services for Intelligent Transportation Systems & Transportation Safety Planning, who will provide general direction as necessary and who will be responsible for decisions pertaining to work under the contract.

## **PAYMENT**

The consultant will be paid based on the negotiated scope of services, budget, schedule, and fee.

Progress reports and invoices shall be submitted according to intervals specified in the final consultant contract or Task Order for reimbursement of costs incurred in conformance with the project budget. The progress reports shall document services by each work task, the hours worked, and the hourly rate of each person, and other direct expenses. All costs incurred in preparing invoices shall be included in the general and administrative expenses or the overhead. MAG will provide to the consultant the format to be used for invoices and progress reports.

MAG shall retain ten percent (10%) of the amount billed until satisfactory completion of the project. Final payment shall be made as soon as possible after the date of acceptance.

## **INVOICING REQUIREMENTS**

All invoices for this contract shall be delivered in person or sent by mail addressed as follows:

Maricopa Association of Governments  
Attention: Accounts Payable  
302 North First Avenue, Suite 300  
Phoenix, AZ 85003

## **ADMINISTRATIVE REQUIREMENTS**

1. The consultant agrees and understands that the Intelligent Transportation Systems & Transportation Safety Planning On-Call Contract shall not be construed as an exclusive arrangement and further agrees that MAG may secure similar services with other contracted sources at any time in conjunction with, or in replacement of, the proposed services.
2. The basis for payment to the consultant for services rendered shall be based on the negotiated scope of services, budget, approved rate schedule for the prime consultant and/or any subconsultants, and fee.
3. An audit examination of the consultant's records may be required.
4. During project execution, a progress report shall be submitted along with the invoice within ten (10) working days after the end of each month until the final report is submitted. Each report should include a comprehensive narrative of the activities performed during the month, an estimated percent completed for each project task, monthly and cumulative costs by task, activities of any subconsultants, payments to any subconsultants, and a discussion of any notable issues or problems being addressed.
5. Each consultant selected must document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to, the following:
  - a. Accepting an assignment where duty to the client would conflict with the consultant's personal interest or the interest of another client.
  - b. Performing work for a client or having an interest which conflicts with this contract.
  - c. Employing personnel who worked for MAG or one of its member agencies within the past three (3) years.

MAG shall be the final determining body as to whether a conflict of interest exists.

6. MAG, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, the Civil Rights Restoration Act of 1987 (Public Law 100.259). Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all consultants that it will affirmatively insure that in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit SFQs in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Any contract resulting from this RFQ shall contain Title VI compliance language as specified in Appendix D of this RFQ.
7. The consultants selected shall be required to comply with MAG insurance requirements, which may include Workmen's Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
8. Small and Minority Business and Women's Business Enterprises. (See appendices E and F)
  - a. It is MAG's policy, as a federally assisted agency, to encourage small and minority businesses and women's business enterprises to submit proposals.
  - b. State whether the primary consultant firm or any subconsultants are a small or minority business or a woman's business enterprise.



9. Disadvantaged Business Enterprise (DBE): MAG has adopted ADOT's DBE program and will ensure compliance with 49 CFR Part 26. (see Appendix E for DBE program requirements).

ADOT and MAG is required to collect data on DBE and non DBE participation to report to FHWA on Federal aid projects. The selected consultant is notified that such record keeping is required by ADOT for tracking DBE participation. The selected consultant shall provide all such required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the web based payment tracking system <https://arizonalpa.dbesystem.com/>.

Subconsultants and lower-tier(s) of subconsultants agree to fully comply with the Federal aid contract provisions which are hereby fully incorporated into and made part of this subcontract. subconsultants shall include these required contract provisions in all its lower-tier subcontracts.

10. Certification of Payments to DBE Firms (if applicable): The consultant shall submit at the completion of the project the "Certification of Payments to DBE Firms" affidavit for each DBE firm working on the project (Appendix J).

## **APPENDIX A - ARIZONA ADMINISTRATIVE CODE R4-30-301**

### **CH. 30**

### **BOARD OF TECHNICAL REGISTRATION R4-30-301**

#### **ARTICLE 3. REGULATORY PROVISION R4-30-301. Rules of Professional Conduct**

All registrants shall comply with the following rules of professional conduct:

1. A registrant shall not submit any materially false statements or fail to disclose any material facts requested in connection with an application for registration or certification, or in response to a subpoena.
2. A registrant shall not engage in fraud, deceit, misrepresentation or concealment of material facts in advertising, soliciting, or providing professional services to members of the public.
3. A registrant shall not commit bribery of a public servant as proscribed in A.R.S. § 13-2602, commit commercial bribery as proscribed in A.R.S. § 13-2605, or violate any Federal statute concerning bribery.
4. A registrant shall comply with State, municipal, and county laws, codes, ordinances, and regulations pertaining to the registrant's area of practice.
5. A registrant shall not violate any State or Federal criminal statute involving dishonesty, fraud, misrepresentation, embezzlement, theft, forgery, perjury, bribery, or breach of fiduciary duty, if the violation is reasonably related to the registrant's area of practice.
6. A registrant shall apply the technical knowledge and skill that would be applied by other qualified registrants who practice the same profession in the same area and at the same time.
7. A registrant shall not accept an engagement if the duty to a client or the public would conflict with the registrant's personal interest or the interest of another client without making a full written disclosure of all material facts of the conflict to each person who might be related to or affected by the engagement.
8. A registrant shall not accept compensation for services related to the same engagement from more than one party without making a full written disclosure of all material facts to all parties and obtaining the express written consent of all parties involved.
9. A registrant shall make full disclosure to all parties concerning:
  - a. Any transaction involving payments to any person for the purpose of securing a contract, assignment, or engagement, except payments for actual and substantial technical assistance in preparing the proposal; or
  - b. Any monetary, financial, or beneficial interest the registrant holds in a contracting firm or other entity providing goods or services, other than the registrant's professional services, to a project or engagement.
10. A registrant shall not solicit, receive, or accept compensation from material, equipment, or other product or services suppliers for specifying or endorsing their products, goods or services to any client or other person without full written disclosure to all parties.

11. If a registrant's professional judgment is overruled or not adhered to under circumstances where a serious threat to the public health, safety, or welfare may result, the registrant shall immediately notify the responsible party, appropriate building official, or agency, and the Board of the specific nature of the public threat.
12. If called upon or employed as an arbitrator to interpret contracts, to judge contract performance, or to perform any other arbitration duties, the registrant shall render decisions impartially and without bias to any party.
13. To the extent applicable to the professional engagement, a registrant shall conduct a land survey engagement in accordance with the April 12, 2001 Arizona Professional Lands Surveyors Association (APLS) Arizona Boundary Survey Minimum Standards, as adopted by the Board on June 15, 2001, the provisions of which are incorporated in this subsection by reference and on file with the Office of the Secretary of State. This incorporation by reference does not include any later amendments or editions and is available at the Board's office and APLS at <http://www.aia.org>.
14. A registrant shall comply with any subpoena issued by the Board or its designated administrative law judge.
15. A registrant shall update the registrant's address and telephone number of record with the Board within 30 days of the date of any change.
16. A registrant shall not sign, stamp, or seal any professional documents not prepared by the registrant or a bona fide employee of the registrant.
17. Except as provided in subsections (18) and (19), a registrant shall not accept any professional engagement or assignment outside the registrant's professional registration category unless:
  - a. The registrant is qualified by education, technical knowledge, or experience to perform the work; and
  - b. The work is exempt under A.R.S. § 32-143.
18. A registered professional engineer may accept professional engagements or assignments in branches of engineering other than that branch in which the registrant has demonstrated proficiency by registration but only if the registrant has the education, technical knowledge, or experience to perform such engagements or assignments.
19. Except as otherwise provided by law, a registrant may act as the prime professional for a given project and select collaborating professionals; however, the registrant shall perform only those professional services for which the registrant is qualified by registration to perform and shall seal and sign only the work prepared by the registrant or by the registrant's bona fide employee.
20. A registrant who is designated as a responsible registrant shall be responsible for the firm or corporation. The Board may impose disciplinary action on the responsible registrant for any violation of Board statutes or rules that is committed by a non-registrant employee, firm, or corporation.
21. A registrant shall not enter into a contract for expert witness services on a contingency fee basis or any other arrangement in a disputed matter where the registrant's fee is directly related to the outcome of the dispute.

Amended by final rulemaking at 12 A.A.R. 1609, effective July 1, 2006 (Supp. 06-2).

## COMPLIANCE WITH RULES OF PROFESSIONAL CONDUCT CERTIFICATION

I hereby certify to the best of my knowledge and belief that \_\_\_\_\_  
(Name of Consulting Firm)

and I \_\_\_\_\_ as the \_\_\_\_\_ shall comply with, in all  
(Name) (Title)

respects, the rules of professional conduct set forth in A.A.C. R4-30-301.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

## APPENDIX B - CONSULTANT'S INFORMATION FORM

Consultants proposing as prime consultants or subconsultants on Maricopa Association of Governments' (MAG) projects are required to complete this form and return it with your proposal.

If you have any questions about this information form, please call the MAG Fiscal Services Manager, (602) 254-6300.

### 1. GENERAL INFORMATION:

Name of Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Web address: \_\_\_\_\_ Year firm was established \_\_\_\_\_

Is this firm a prime consultant? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is this firm a subconsultant? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, Identify specialty: \_\_\_\_\_

Is this firm a certified DBE? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, by whom? \_\_\_\_\_

Is this firm currently debarred? \_\_\_\_\_ Yes \_\_\_\_\_ No

Is this firm currently the subject of debarment proceeding? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 2. FINANCIAL INFORMATION

Firm's annual gross receipts (average of last three years)

\_\_\_\_\_ <\$300,000  
\_\_\_\_\_ \$300,000 - \$599,999  
\_\_\_\_\_ \$600,000 - \$999,999  
\_\_\_\_\_ \$1,000,000 - \$4,999,999  
\_\_\_\_\_ >\$5,000,000

Information will be maintained as confidential to the extent allowed by Federal and State law. The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded and initiating action under Federal and State laws concerning false statements.

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

## APPENDIX C - DEBARMENT/SUSPENSION CERTIFICATION

STATE OF )

SS. )

COUNTY OF )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of

\_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according

to the law of my oath depose and say that:

In accordance with the terms of U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180:

1. Consultant certifies to the best of its knowledge and belief, that it and its principals, including its first tier subconsultants: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Consultant certifies that it and its principals, including its first tier subconsultants will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds \$25,000, (b) is for audit services, or (c) requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;
3. Consultant certifies that if, later, it or its principals, including any of its first tier subconsultants, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to MAG;
4. If consultant or any of its principals, including any of its first tier subconsultants or lower tier participants, is unable to certify to the statements within paragraphs 1, 2, and 3 above, the Consultant shall indicate so on its Signature Page.
5. The consultant further certifies that their firm is not currently debarred, suspended, or proposed for debarment or suspension by the State of Arizona, or any subdivision thereof.

6. Consultant agrees to notify MAG of any change in the status or facts certified above, should one occur, until such time as the Contract is actually executed by MAG, and thereafter during performance of the Contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Consultant

\_\_\_\_\_  
Printed/Typed Name of Consultant

Corporate seal (if applicable)

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2013, in the County of \_\_\_\_\_,

State of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## APPENDIX D - TITLE VI AGREEMENT/CONTRACT REQUIREMENTS

During the performance of this contract, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- I. **Compliance with Regulations:** The Consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- II. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- III. **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.
- IV. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- V. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or;
  - B. cancellation, termination or suspension of the contract, in whole or in part.
- VI. **Certification of Non-segregated facilities:** The Federally-assisted Consultant hereby certifies that the Consultant does not maintain or provide for the Consultant's employees any segregated facilities at any of the Consultant's establishments, and that the Consultant does not permit the Consultant's employees to perform their services at any location, under the Consultant's control, where segregated facilities are maintained. The Federally-assisted Consultant certifies further that the Consultant will not maintain or provide for the Consultant's employees any segregated facilities at any of the Consultant's establishments, and that the Consultant will not permit employees of the Consultant to perform their services at any location, under the Consultant's control, where segregated facilities are maintained. The Federally-assisted Consultant agrees that a breach of this Certification is a violation of the Equal Opportunity clause in this Agreement. As used in this Certification, the term "segregated facilities" means any waiting rooms and other storage or dressing rooms which are segregated by explicit directive or are in fact segregated on the basis of race, color, or national origin, because of habit, local custom, or otherwise.



- VII. Incorporation of Provisions: The consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a Consultant, Subconsultant or supplier as a result of such direction, the consultant may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX E - DISADVANTAGED BUSINESS ENTERPRISE**

### **Arizona Department of Transportation Disadvantaged Business Enterprise Program as Adopted by Maricopa Association of Governments**

#### **1.0 Policy:**

The Arizona Department of Transportation (hereinafter "ADOT") has established a Disadvantaged Business Enterprise (hereinafter "DBE") program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the U.S. Department of Transportation (hereinafter "USDOT") and as a condition of receiving this assistance, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

Maricopa Association of Governments (MAG) has adopted ADOT's DBE program and will ensure compliance with 49 CFR Part 26.

It is the policy of ADOT to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of ADOT:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program.

Maricopa Association of Governments as a Sub-recipient of Federal financial assistance will administer and manage its contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

#### **2.0 Assurances of Non-Discrimination:**

The consultant, subrecipient, or Sub shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the state deems appropriate. The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

#### **3.0 Definitions:**

1. Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:
  - a. is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
  - b. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. **Socially and Economically Disadvantaged Individuals:** any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
- a. Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
  - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - vi. "Women;"
    - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
3. **Joint Venture:** an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
4. **Non-DBE:** any firm that is not a DBE.
5. **RACE-CONSCIOUS:** a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.
6. **RACE-NEUTRAL:** a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

#### 4.0 Working with DBEs:

ADOT works with DBEs and assists them in their efforts to participate in Federal-aid contracts. All Consultants should contact the ADOT Civil Rights Office at the address shown below for assistance in their efforts to use DBEs.

Arizona Department of Transportation  
Civil Rights Office

1135 North 22nd Avenue (second floor), Mail Drop 154A  
Phoenix, AZ 85009  
Phone (602) 712-7761  
FAX (602) 712-8429

## **5.0 Applicability:**

ADOT has established an overall annual goal for DBE participation on Federal-aid contracts. ADOT intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs where the consultant uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract, is awarded a subcontract on a project without DBE goals, or is awarded a subcontract from a prime consultant that did not consider the firm's DBE status.

The consultant shall meet the goal specified herein with DBEs, or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime consultants are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

The provisions are applicable to all consultant including DBE Consultants.

## **6.0 AZ Unified Certification Program (AZUCP):**

Arizona is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT and its subrecipient federal-aid projects. A list of DBE firms certified by AZUCP is available on the internet at [www.azdbe.org](http://www.azdbe.org). The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

ADOT's certification is not a representation of qualifications and/or abilities. The consultant bears all risks that the firm may not be able to perform its work for any reason.

## **7.0 General:**

Each consultant shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Each consultant shall also designate a full time employee who shall be responsible for the administration of the consultant's DBE program.

Agreements between the consultant and a DBE in which the DBE promises not to provide subcontracting quotations to other consultant are prohibited.

## **8.0 DBE Subconsultant Payment Reporting:**

ADOT is required to collect data on DBE and non-DBE participation to report to FHWA on Federal-aid projects. Maricopa Association of Governments will notify the consultant that such record keeping is required by ADOT for tracking DBE participation.

The consultant shall submit a report on a monthly basis indicating the amounts earned by and paid to all DBEs and non-DBEs working on the project. In addition, the consultant shall require that all DBE and non-DBE subconsultants verify receipt of payment.

The consultant shall provide all such required information for the current month by the 5th of the following month. The required information shall be submitted electronically through the ADOT's local public agency web-based payment tracking system <https://arizonalpa.dbesystem.com>.

## **9.0 Goals:**

All Federal-aid projects are assessed for a DBE availability goal. The following language shall be used in Federal-aid contracts to identify if the intended project is classified as race conscious or race neutral. (The following is example language only. Actual goal assessment or race neutral assessment will be indicated in the scope of services.)

The minimum goal for participation by DBEs on this project is as follows:

4.29 Percent

All consultants are required to submit with their proposal DBE Consultant and DBE Subconsultant Affidavits **OR** a Good Faith Effort Certificate.

## **10.0 Crediting DBE Participation Toward Meeting Goals:**

### **10.01 General Requirements:**

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit towards the consultant's DBE goal is given only after the DBE has been paid for the work performed.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work. If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the consultant bears the responsibility to immediately request approval to replace the DBE with another DBE and notify the MAG Project Manager and the ADOT Civil Rights Office.

ADOT's certification is not a representation of qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime consultant, subconsultant, joint venture partner with either a prime consultant or a subconsultant, or as a vendor of materials or supplies. A DBE joint venture partner shall be responsible for a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control.

The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

Where more than one DBE is engaged to perform parts of an item (for example, supply and installation), the total amount payable to the DBEs will not be considered in excess of the prime consultant's bid amount for that item.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

If a DBE performs part of an item (for example, installation of materials purchased by a Non-DBE), the DBE credit shall not exceed the lesser of (1) the DBE's contract or (2) the prime Consultant's bid for the item, less a reasonable deduction for the portion performed by the Non-DBE.

When a DBE performs as a partner in a joint venture, only that portion of the total dollar value of the contract which is clearly and distinctly performed by the DBE's own forces can be credited toward the DBE goal.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

All DBE and non-DBE subcontracting activity must be reported by the consultant and counted toward participation. This includes lower-tier subcontracting regardless of whether or not the DBE is under contract with another DBE.

DBE prime consultants must meet the DBE participation goal or demonstrate good faith efforts. This is determined by counting the work the DBE has committed to performing with its own forces, as well as the work that it has committed to be performed by DBE subconsultants and DBE suppliers.

A prime consultant may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's Subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE goal.

A prime consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **11.0 Submission with Proposal:**

All consultants are required to certify in their proposal on the "Disadvantaged Business Enterprise (DBE) Goal Commitment Form" either:

1. The established goal for DBE participation has been met and arrangements have been made at the time of submission with certified DBEs or
2. The consultant has been unable to meet the goal prior to the submission of the bid and has attached completed "Consultant Certification of Good Faith Efforts".

PROPOSALS SUBMITTED WITH ALTERED, INCOMPLETE, OR UNSIGNED FORMS WILL BE CONSIDERED NON-RESPONSIVE.

Certifications on forms other than those furnished by Maricopa Association of Governments will be considered non-responsive.

#### **12.0 Consultant Meeting DBE Goal:**

##### **12.01 General:**

If the consultant indicates in its submissions that it has met or exceeded the DBE goal, the Consultant Intended Participation Affidavit and a DBE Subconsultant Intended Participation Affidavit must be submitted for each DBE that it is participating in the contract as provided on the Affidavit.

1. The Consultant Intended Participation Affidavit, must be received by the Maricopa Association of Governments with the proposal package. This Affidavit shall indicate that the consultant has met or exceeded the DBE goal if this was indicated on the submittal.
2. The Affidavit must be accurate and complete in every detail and must be signed by an officer of the consultant(S).
3. The Consultant Intended Participation Affidavit must be submitted listing the DBEs used and the creditable amounts.

4. A separate DBE Subconsultant Intended Participation Affidavit must be submitted for each DBE used to meet the goal of the project. The consultant shall indicate each DBE's name, the work items the DBE will perform, and proposed subcontract amount. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item.
5. A consultant must determine DBE credit in accordance with Section 10 above, entitled "Crediting DBE Participation Toward Meeting Goals." The Affidavits will be reviewed by the Maricopa Association of Governments.
6. Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) will be considered. It shall be the consultant's responsibility to ascertain the certification status of designated DBEs.

### **13.0 Documented Good Faith Effort:**

#### **13.01 General:**

If the consultant has stated in its proposal that it has been unable to meet the DBE goal, that consultant must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms to meet the DBE goal prior to proposal submission.

Failure to demonstrate good faith efforts to the satisfaction of ADOT will result in the rejection of the proposal.

The consultant who cannot meet the DBE goal at the time of submission must submit its documentation of good faith effort to Maricopa Association of Governments, at the time of proposal submission.

Consultants are encouraged to review Appendix A of 49 CFR Part 26.

In order to be awarded a contract on the basis of good faith efforts, the consultant must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Maricopa Association of Governments will consider the quality, quantity, and intensity of the different kinds of efforts the consultant has made. The efforts employed by the Consultant should be those that one could reasonably expect a Consultant to make if the Consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not sufficient good faith efforts to meet the DBE contract requirements.

The consultant shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subs for a given project. If the consultant cannot meet the goals using DBEs from this geographic area, the consultant, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

The following is a list of types of efforts a consultant must address when submitting good faith effort documentation.

1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising, written notices, and other means) the interest of all certified DBEs who have the capability to perform the work of the contract. The consultant must solicit this interest within sufficient time to allow DBEs to respond to the solicitation. The consultant must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. Negotiating in good faith with interested DBEs. It is the consultant's responsibility to make a portion of the work available to the DBE subconsultants and suppliers, and to select those portions of work or material needs consistent with the available DBE subconsultants and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided from the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform work.

A consultant using good business judgment would consider a number of factors in negotiating with subconsultants, including DBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a consultant's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the consultant of the responsibility to make good faith efforts. However, prime Consultants are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Documentation, such as copies of all other bids or quotes, must be submitted

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the consultant's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Consultant.
7. Making efforts to assist interested DBEs in obtaining necessary equipment supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women consultants groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a consultant has made good faith efforts, Maricopa Association of Governments will take into account the ability of other consultants to meet the DBE goal.

The consultant will not be considered to have made good faith efforts if the consultant failed to contact the Maricopa Association of Governments and ADOT Civil Rights Office prior to the letting, either in writing, by e-mail, or by telephone, to inform the Maricopa Association of Governments and ADOT Civil Rights Office of the firm's difficulty in meeting the DBE goals on a given project, and to request assistance. If the consultant contacts Maricopa Association of Governments and ADOT Civil Rights Office by telephone, the contact must be documented in a telephone log indicating the date and time of call, and name of the person to which he spoke. The telephone number for the ADOT Civil Rights Office is (602) 712-7761. The contact must be made in sufficient time to allow the ADOT Civil Rights Office to provide assistance.

Consultants submitting good faith efforts to Maricopa Association of Governments are required to use the MAG Certification of Good Faith Effort form.

The Maricopa Association of Governments will analyze the submittal to determine if in fact good faith efforts have been demonstrated consistent with ADOT procedures and the Federal regulations, 49 CFR 26, Appendix A. The consultant may appeal the determination of the Maricopa Association of Governments.

A protest shall be filed within applicable time limits at the following address:

Office of the Executive Director



**14.0 Time is of the Essence:**

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

**15.0 Contract Performance:**

Contract items of work designated by the consultant to be awarded to DBEs shall be performed by the designated DBE or MAG-approved DBE substitute. DBE contract work items shall not be performed by the consultant, or a non-DBE subconsultant without prior approval by MAG. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

MAG reserves the right to inspect all records of the consultant and all records of the DBEs concerning this contract.

Within five working days of notice to proceed, the consultant shall upload electronic copies of signed DBE subcontract agreements to the Maricopa Association of Governments through ADOT's web-based payment tracking system <https://arizonalpa.dbesystem.com>. As part of this submittal, Consultants shall be required to log into the system and enter the name, contact information, and subcontract amounts for all Subconsultants and vendors performing on the project as verification that scopes of services and commitments made through the DBE Intended Participation Affidavits are being met.

Use of a DBE named on the DBE Intended Participation Affidavit is a condition of award. Substitution will not be allowed without written evidence from the prime consultant and DBE that the DBE is unable or unwilling to perform. Consultants may not terminate a DBE subcontract for convenience, in whole or in part, except to the extent that ADOT has eliminated items of work subcontracted to the DBE. All terminations, substitutions, and reductions in scope must be approved by MAG.

**16.0 Non-Performance by DBEs:**

In the event a DBE is unable or unwilling to fulfill its agreement with the consultant, the consultant will immediately notify the MAG Project Manager and provide all facts surrounding the matter. Such failure on the part of a DBE will not relieve the consultant of responsibility for meeting the DBE goal on the contract. The Consultant shall immediately make reasonable good faith efforts to obtain another certified DBE to perform an equal or greater dollar value of work to the extent needed to meet the DBE goal. The substitute DBE's name, description of work, and dollar value of work shall be submitted to the MAG Project Manager. Approval by MAG must be obtained prior to the substitute DBE beginning work.

In the event a prime consultant is unable, after a substantial good faith effort, to obtain another certified DBE, ADOT's Civil Rights Office may lower or waive the DBE goal on the project. However, the ADOT Civil Rights Office must approve this in writing prior to a Non-DBE starting the work which had been subcontracted to the DBE.

**17.0 Compliance:**

The Consultants achievement of the goal is measured by actual payments made to the DBEs. The Consultant shall submit at the completion of the project the "Certification of Payments to DBE Firms" form for each DBE firm working on the project. This form shall be signed by the prime contract and the relevant DBE, and be submitted to MAG.

Acceptance and final payment to the consultant will not be made until all "Certification of Payments to DBE Firms" forms are received and deemed acceptable to the Maricopa Association of Governments.

## **18.0 Sanctions:**

If the Maricopa Association of Governments determines that the consultant has failed to make sufficient reasonable efforts to meet contract DBE goals, or to otherwise carry out these DBE special provisions, such failure shall constitute a breach of contract and may result in termination of the contract, or any other such remedy as the MAG Project Manager deems appropriate.

If the MAG Project Manager determines that such failure is not cause to terminate the contract, an amount equal to the value of the DBE goal that was not obtained will be deducted from the payment due the Consultant. However, if the failure is the first by the consultant, and the MAG Project Manager determines the failure was an unintentional error or oversight, the amount to be deducted may be reduced up to one-half ( $\frac{1}{2}$ ) of the value of the unobtained DBE goal as determined by the Maricopa Association of Governments. In addition to any other sanctions, willful failure of the consultant or a DBE to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in Maricopa Association of Governments projects.

**APPENDIX F - DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
ON-CALL RFQ GOAL COMMITMENT FORM**

To be completed and submitted by consultant with SOQ only for **contracts with DBE goals**.

**Contract No.:** \_\_\_\_\_

\_\_\_\_\_, ("CONSULTANT") certifies that:  
Consultant Firm Name

The CONSULTANT intends to meet or exceed the 4.29% DBE goal or make good faith efforts to meet the goal on all Task Orders associated with the above referenced contract.

The CONSULTANT shall identify how it intends to meet or exceed DBE participation within its SOQ.

The CONSULTANT will identify how it will achieve the DBE goal or submit good faith effort for each Task Order associated with the above referenced contract. CONSULTANT and Subconsultant Affidavits (Appendix G & H) or Good Faith Effort Certification (Appendix I) will be required and shall be submitted with each cost proposal for each Task Order issued.

Firm Name:

Principal

## APPENDIX G - DISADVANTAGED BUSINESS ENTERPRISE CONSULTANT INTENDED PARTICIPATION AFFIDAVIT

To be completed by Prime CONSULTANT only for contracts with DBE goals.

MAG Project Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Prime CONSULTANT: \_\_\_\_\_

**Directions:**

1. This Affidavit must reflect the information included on the individual DBE Subconsultant Intended Participation Affidavit for each DBE Consultant OR DBE Tier Consultant.
2. A separate Subconsultant Affidavit must be submitted for EACH proposed Subconsultant DBE firm.
3. This Affidavit must be signed/notarized by an individual authorized to sign the SOQ proposals on behalf of the firm.
4. This Affidavit and all DBE Subconsultant Affidavits must be submitted with the proposal.

DBE Information: (Attach additional sheets as necessary.)

Name of DBE Firm,CONSULTANT, Sub, or Tier Sub	CONSULTANT, Subconsultant, or Tier Subconsultant (name one)	Type of Service to be Provided	Proposed Dollar Amount	Proposed % of DBE Participation
Total DBE Proposed Contract Value			\$	
Total Prime Contract Value			\$	
Total Percent (%) of DBE Commitment			%	
Contract DBE Goal			%	

I certify that:

- My firm has accepted a proposal from the above named DBE Subconsultants.
- My firm has notified the proposed DBE Subconsultants of the estimated DBE commitment and this agreement is to be performed in accordance with DBE provisions of the contract.
- My firm's use of the proposed DBE Subconsultants for the item of work listed above is a condition of the contract award.
- My firm will invite the proposed DBE Subconsultants to attend any pre-negotiation conferences or other requested meetings related to this contract.
- My firm is required to make sufficient reasonable efforts to (sub) contract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a proposed certified DBE is unable or unwilling to perform the work or any part of the intended work.
- I understand that any work assigned to a certified DBE, who then subcontracts to a non-certified DBE will NOT count toward DBE goals.
- My firm will ensure that DBEs will perform commercially useful functions as part of this contract and will provide documentation to ADOT and MAG, such as subcontract agreements with DBE's, if requested, to validate such work.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions and other sanctions.
- I declare under penalty or perjury in the second degree, and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

**AFFIDAVIT**

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: \_\_\_\_\_  
CONSULTANT/Authorized Representative

STATE OF ARIZONA )

COUNTY OF \_\_\_\_\_ )  
(Arizona County)

Subscribed and sworn (or affirmed) before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_  
(Day) (Month) (Year)

by \_\_\_\_\_  
Name of Signer

(Seal)  
Affix Notary seal here

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

## APPENDIX H - DISADVANTAGED BUSINESS ENTERPRISE SUBCONSULTANT INTENDED PARTICIPATION AFFIDAVIT

**To be completed by the DBE Subconsultant only for contracts with DBE goals.**

MAG Project Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Prime CONSULTANT \_\_\_\_\_

Name of the DBE Subconsultant \_\_\_\_\_

\* DBE Tier Subconsultant Name: \_\_\_\_\_

Subcontracted by: \_\_\_\_\_

\* Tier Subconsultant refers to any Subconsultant that is contracted by another Subconsultant at any level.

Directions:

1. This Affidavit must be completed by all DBE Subconsultants and DBE Tier Subconsultants and signed by an officer or principal of the Subconsultant DBE firm and submitted to the CONSULTANT.
2. A separate Affidavit must be submitted for EACH proposed Subconsultant DBE firm.
3. List all full and partial services to be provided by the above named DBE Subconsultant firm.
4. All partial services provided must be fully explained. If not, the DBE will be considered to be responsible for the entire services to be performed. Attach additional sheets as necessary.
5. All DBE Subconsultant Affidavits must be submitted with the Proposal.

LIST ALL FULL AND PARTIAL SERVICES TO BE PROVIDED BY THE ABOVE NAMED DBE FIRM (Partial services must be explained. Use additional sheets if needed.)	
DBE Firm's Estimated Budget for the Contract/Task Order	

Subconsultant Certification:

I certify that:

- My firm has made an arrangement/agreement with the above named CONSULTANT to do work listed above for the proposed contract.
- My firm agrees to the proposed DBE commitment above and agrees to perform the services in accordance with the DBE provisions of the contract.
- My firm will complete 100% of the work listed above or intends to subcontract \_\_\_\_% of the work to another DBE firm to another DBE firm and/or \_\_\_\_% to another Non-DBE firm.

Name of other DBE firm(s): \_\_\_\_\_

I understand that:

- The use of my DBE firm for the items of work listed above is a condition of the CONSULTANT being awarded this contract.
- My firm must attend any pre-negotiation, partnering conferences or other required meetings related to this contract.
- If I assign any work to a non-certified DBE firm, I must inform the CONSULTANT because the work will NOT count towards the DBE goal and it will LOWER my DBE participation.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions and other sanctions.
- I declare under penalty of perjury in the second degree, and any other applicable state or federal laws that the statements made on this document are true and complete to the best of my knowledge.

**AFFIDAVIT**

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: \_\_\_\_\_  
CONSULTANT/Authorized Representative

STATE OF ARIZONA )

COUNTY OF \_\_\_\_\_ )  
(Arizona County)

Subscribed and sworn (or affirmed) before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_  
(Day) (Month) (Year)

by \_\_\_\_\_  
Name of Signer

(Seal)  
Affix Notary seal here

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

## APPENDIX I - DISADVANTAGED BUSINESS ENTERPRISE GOOD FAITH EFFORT CERTIFICATION

**To be completed by Prime CONSULTANT only for contracts with DBE goals, should the Prime be unable to meet the DBE contract goal.**

The intent of this certification is to document the good faith efforts implemented by the proposing CONSULTANT in soliciting and utilizing DBE firms to meet DBE participation requirements for this contract. This certificate will assist MAG in determining whether the proposing CONSULTANT has implemented comprehensive good faith efforts. MAG will determine whether the CONSULTANT has made a satisfactory good faith effort to secure DBEs to meet the advertised contract goal. The burden of proof rests with the CONSULTANT.

Failure to implement good faith efforts to secure DBE participation to the satisfaction of MAG will result in the rejection of the proposal.

I, \_\_\_\_\_ do hereby acknowledge that I am the \_\_\_\_\_ of  
(Project Principal or Project Manager) (Title)

\_\_\_\_\_, who has been identified as the proposing CONSULTANT on the following  
(Name of Firm)

MAG project:

Contract Number	Task Order Number	Project Title	Estimate Contract Amount	DBE % ADOT Goal	DBE % Proposed

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

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I hereby certify that I have utilized comprehensive "good faith" efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

1. Notifying DBE Firms on Contracting Opportunities

- a. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all DBE companies contracted are listed.

Name and Address of DBE Companies Contacted	Phone Number	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call




- b. Identify publications in which announcements or notifications to DBEs were placed and published, if any.

Published Announcement/Publications (Please describe)	Date

- c. Identify DBE associations or organizations that received written notifications from the CONSULTANT, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-up Call

- d. Were the services of the ADOT's Disadvantaged Business Enterprise Support Services Office (602-712-7761) used to assist in the recruitment of DBE Firms?

Yes ☐ No ☐

Contact was made by: Telephone ☐ Written Correspondence ☐

Date Contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

## 2. Identifying Subconsultant Work Items

CONSULTANTS are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, CONSULTANT will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

- a. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?

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3. Providing Assistance to DBEs

- a. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:

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- b. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by ADOT or the CONSULTANT.

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- c. Describe any efforts undertaken, to assist interested DBE firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

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- d. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.

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4. Soliciting Interested DBE Firms

CONSULTANTS must solicit services in good faith with interested DBE firms. Proposals from interested DBE firms must not be rejected by CONSULTANTS without sound justification.

- a. Indicate in the table below which DBE firms submitted a proposal to your firm for this contract. Also, provide a brief explanation of why any of these DBE proposals were rejected.

Name/Contact Person of DBE Firm	Work Proposed and Explanation for Rejecting Proposal

- b. Other comments or information you want MAG to consider as part of your Good Faith Effort:

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**Note:** The information requested as set forth above is the minimum information required by ADOT's Civil Rights Office to evaluate your firm's "good faith efforts." MAG and ADOT Civil Office may request that the CONSULTANT submit back-up documentation or additional information to validate actions taken to secure DBE participation in an effort to meet DBE goals.

Affidavit must be signed/notarized below by an individual authorized to sign and submit SOQ proposals on behalf of the firm.

#### AFFIDAVIT

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: \_\_\_\_\_  
CONSULTANT/Authorized Representative

STATE OF ARIZONA )

COUNTY OF \_\_\_\_\_ )  
(Arizona County)

Subscribed and sworn (or affirmed) before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_  
(Day) (Month) (Year)

by \_\_\_\_\_  
Name of Signer

(Seal)  
Affix Notary seal here

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**APPENDIX J - DISADVANTAGED BUSINESS ENTERPRISE  
CERTIFICATION OF PAYMENT**

The undersigned prime CONSULTANT on MAG Project # [Project Number] hereby, certifies that full payment was made, to the firm indicated for materials and/or work performed under this project's contract as follows:

DBE Civil Rights Vendor Registration #: \_\_\_\_\_

Name of DBE Firm \_\_\_\_\_ was paid \$ \_\_\_\_\_

This certificate is made under Federal and State laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime Consultant, all documentation supporting the CONSULTANT's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
(Prime CONSULTANT)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned Subconsultant/supplier/manufacture for the above named project hereby certified that payments were received and/or justification by CONSULTANT is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
(Subconsultant/Supplier/Manufacturer)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_